
COUNTY OF LEXINGTON SOUTH CAROLINA

REQUEST FOR PROPOSALS NO. P15003-12/19/14S

FOOD SERVICE PROGRAM FOR THE LEXINGTON COUNTY SHERIFF'S DEPARTMENT

**PROCUREMENT SERVICES
212 SOUTH LAKE DRIVE
LEXINGTON, SC 29072**

Telephone 803-785-8319 / Fax 803-785-2240

November 26, 2014

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I. INTRODUCTION

1.00 PURPOSE/ CURRENT STATUS

The purpose of this Request for Proposal is to establish a contract for providing quality food services for the inmate population of the Lexington County Sheriff's Department in the most cost effective manner possible.

The County operates one facility at the following location:

Lexington County Sheriff's Department
521 Gibson Road
Lexington, SC 29072

1.01 To date our Detention Center is housing 705 inmates, approximately 105 of those are females. Our main jail houses 150 inmates on (3) floors and is used for maximum security. The annex, which is medium security, houses 180 inmates in (4) housing units. Our new facility houses 445 inmates in (7) housing units. We booked approximately 12,472 inmates in 2013.

1.02 Currently our food service facility operates under the direction of a contract provider.

1.2.00 OBJECTIVES OF THE REQUEST FOR PROPOSAL

1.2.01 To deliver high quality food service that can be audited against established nutritional and health standards.

1.2.02 To operate the food service program using institutional experience and professionally trained personnel.

1.2.03 To operate the food service program in a cost effective manner with full reporting to the Sheriff or his designee.

1.2.04 To implement a written food service plan with clear objectives, policies, procedures and annual evaluation of compliance.

1.2.05 To maintain an open collaborative relationship with the administration and staff of the Lexington County Sheriff's Office and other County offices.

1.2.06 To maintain standards established by local, as well as ACA, State and Federal Correctional Food Service standards.

1.2.07 To operate the food service program in a humane manner with respect to the inmate's right to basic health and nutritional standards.

II. ADMINISTRATIVE RULES FOR THE RFP

2.1.00 ADDITIONAL INFORMATION INQUIRIES

2.1.01 All inquiries concerning this RFP should be directed to:
Angela Seymour
County of Lexington
Procurement Officer
(803) 785-8319 Fax (803) 785-2240

2.2.00 RECEIPT OF PROPOSALS

2.2.01 Proposals are to be submitted no later than **10:00 a.m., December 19, 2014**, in the Lexington County Procurement Services Office, 5th Floor County Administration Building, 212 South Lake Drive, Lexington, South Carolina 29072, at which time respondents to this request will be publicly identified. Due to the possibility of negotiation with any offeror submitting a proposal which appears to be eligible for contract award pursuant to the selection criteria set forth in this Request for Proposal, terms and conditions will not be divulged at the time of opening.

Any proposals received after the scheduled deadline, will be immediately disqualified. The County assume no responsibility for delivery of proposals which are mailed.

2.2.02 SECURITY BOND:

The Offeror shall enclose with the proposal submitted, proposal security in the form of a security bond executed by the Offeror and a qualified surety or a certified or cashier's check on any national or state bank in the amount of ten thousand dollars (\$10,000) or 5% of total proposal made payable to the County of Lexington, whichever amount is greater. Such proposal security shall serve as a guarantee that the Offeror will not withdraw from the competition after opening the proposals and, in the event the contract is awarded to the Offeror, he will, within ten (10) days after receipt of written notification of award by the County, furnish the required performance bond. Security bonds or certified checks will be held by the County until the successful Offeror is selected. Within 48 hours after selection, security bonds or checks belonging to all but the successful Offeror will be returned. The security bond or check belonging to the successful Offeror will be held pending receipt of the required performance bond, certificates and insurance as stipulated in the specifications. If the successful Offeror should fail to comply with these provisions within ten (10) days after receipt of written notification of award by the County, the security bond or check shall become the property of the County as liquidated damages. If, however, the successful Offeror furnishes the County within the required time, the required performance bond, prescribed insurance policies, and evidence that it has all necessary Federal, State, and local licenses and permits needed for the requirements of this solicitation, the security bond or check will be returned.

2.2.03 PERFORMANCE SURETY:

The successful contractor shall pay the cost and furnish within ten days after written notice of acceptance of proposal, an irrevocable Surety in the form of a Performance Bond, Certificate of Deposit, Cashier's Check or irrevocable letter of credit. The Surety shall be issued in the amount of 100% of the total term of the contract.

OPTION 1: PERFORMANCE BOND:

Bond must be issued by a Surety Company licensed to do business in South Carolina, with an "A" minimum rating of performance as stated in the most current publication of "Best's Key Rating Guide, Property Liability" which shall show a financial strength rating of at least five (5) times the contract price. Each bond shall be accompanied by a Power of Attorney, authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.

OPTION 2: A CERTIFIED CHECK: Certified Check will be retained by Lexington County until satisfactory completion of the contract.

OPTION 3: IRREVOCABLE LETTER OF CREDIT: Shall be issued by a Financial Institution insured by the FDIC or FSLIC.

2.3.00 WITHDRAWAL OF PROPOSALS

2.3.01 An Offeror may withdraw his proposal without prejudice to himself not later than the day and hour set in the advertisement for receiving proposals, by communicating the purpose in writing to the Procurement Manager, 212 South Lake Drive, Lexington SC 29072. When received, said proposal surety, if applicable, will be returned to the offeror unopened. Notification of withdrawal is the sole responsibility of the offeror.

2.4.00 PRE-PROPOSAL CONFERENCE

2.4.01 A mandatory pre-proposal conference will be held on **December 9, 2014 @ 10:00 AM**, at the Lexington County Sheriff's Department (Squad Room), 521 Gibson Road, Lexington, SC, 29072.

2.4.02 Due to the importance of all offerors having a clear understanding of the requirements for his contract, ***attendance at this meeting will be a prerequisite for submitting a proposal for this contract.*** Therefore, proposals will be considered *only* from those offerors who are represented at this conference. Attendance at the conference will be evidenced by the representative's signature on the

attendance roster.

2.5.00 *PREPARATION OF PROPOSALS*

2.5.01 Each offeror shall carefully examine all RFP documents and thoroughly familiarize itself with all requirements prior to submitting a proposal. Should an offeror find discrepancies, ambiguities, or omissions in proposal documents, or should the offeror be in doubt as to their meaning, offeror shall at once request written clarification from the Procurement Manager. The person submitting the Proposal shall be responsible for its prompt delivery. Any interpretation or clarification of the proposal documents will be made in writing to all persons attending the Pre-Proposal Conference.

2.5.02 Before submitting a proposal, each offeror shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this proposal. Failure to make such investigations and examinations shall not relieve the successful offeror from the obligation to comply, in every detail, with all provisions and requirements of the Request for Proposal.

2.5.03 No proposal will be considered from any firm that has failed to perform acceptably on any other contract with the County of Lexington.

2.5.04 If the offeror is a corporation, the proposal shall be signed in the name of and under the seal of the corporation by a duly authorized officer of the corporation with the designation of the signer's official capacity. The proposal shall show the state in which the corporation is chartered, and, if that state is other than South Carolina, the proposal shall show that the corporation is authorized to do business in the state of South Carolina. If the offeror is a partnership, the proposal shall be signed in the name of the partnership by a general partner or other person who is duly authorized to bind the partnership. The signer's official capacity and authority shall be shown. If the offeror is an individual or sole proprietorship, the proposal shall be signed by the individual in person, stating the name or style under which the offeror is doing business. In any case, the proposal shall show the current business address of the offeror which is to be used for receiving communications from the County.

2.6.00 *DISQUALIFICATIONS OF OFFERORS*

2.6.01 More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that an offeror is interested in more than one proposal for the same work will cause the rejection of all proposals in which such offerors are believed to be interested. Any or all proposals will be rejected if there is reason to believe that collusion exists among the offerors and no participants in such collusion will be considered in future proposals for the same work. Proposals in which the prices obviously are unbalanced will be rejected.

2.7.00 *CORRECTIONS MADE BY OFFEROR*

2.7.01 Offerors are cautioned not to obliterate, erase, or strikeover any *printed material* as set forth in this Request for Proposal. In quoting prices, wherever offeror has made an error and has corrected, any and all such corrections should be initialed by the person signing the proposal. Failure to comply with this provision may result in rejection of the proposal. All documents submitted must be legible.

2.8.00 *EVALUATION OF PROPOSALS*

2.8.01 In evaluating the proposals, the County of Lexington reserves the right to accept or reject all or any part of any proposal, waive minor technicalities, and award the contract to the offeror deemed to best serve the interests of the County; and adopt any part or all of a proposal if it is judged in the best interests of the County.

2.8.02 Each proposal will be evaluated on the content of the offeror's proposal, i.e., the burden of information clarification and research rests solely on each offeror's effort and will be considered a reflection of interest and efficiency.

2.8.03 During the review process, the review panel shall have the right to request from offerors any other information or evidence which it deems necessary for evaluation of the proposal and relevant to any

one or more of the stated evaluation factors. The failure of an offeror to promptly provide such requested information or evidence shall be sufficient grounds for determining the offeror to be non-responsive and for rejection of the proposal.

2.8.04 The County of Lexington reserves the right to contact an offeror for clarification of information submitted, to contact references, and to use other sources of obtaining information regarding the offeror that is deemed appropriate and would assist in the evaluation.

2.8.05 Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of the Request for Proposal will be classified as “acceptable”. Proposals found not to be acceptable will be classified as “unacceptable” and no further discussion concerning same will be conducted.

2.9.00 ***EVALUATION CRITERIA***

2.9.01 The County of Lexington intends to award a contract resulting from this Request for Proposal to the responsive and responsible offeror whose proposal is determined to be the most advantageous to the County taking into consideration the evaluation factors set forth herein; however, the right is specifically reserved to reject any and all proposals. Lexington County shall be the sole judge of whether or not a proposal meets the requirements of this Request for Proposal.

2.9.02 Proposals will be reviewed and evaluated by the review panel based upon the evaluation factors, which are listed below in the order of their relative importance:

A. Corporate Experience. (25%)

- a. Experience in correctional food service operations. Corporate experience (not individual) which meets qualifications must be demonstrated in the proposal.
- b. Experience in providing correctional food service programs in facilities with inmate population exceeding 705 inmates.

B. Quality of Response. (25%)

- a. Offeror's understanding of the project requirements.
- b. Offeror's ability to clearly describe how their proposed program will meet the requirements of the County.

C. Corporate Capability. (25%)

- a. Financial stability as determined by review of the audited financial statements. Financial statements prepared by an outside accounting firm are acceptable to submit. Each offeror must submit a current financial statement, including balance sheets and profit and loss statements audited by an independent certified public accountant covering the last two fiscal years.
- b. Ability to start up and manage the proposed program. Offer must prove its ability to start up the program in the required time as outlined in the Request for Proposal. Offeror must demonstrate the specific organizational staff and structure, as well as outline the specific phasing in of their proposal to accomplish start up and continuing management of the proposed program.

D. Total Cost / Basis of Fees Charged. (15%)

E. References. (10%)

References will be contacted and rated based upon their satisfaction of services provided. Maximum points will be awarded if references:

- a. Had Offeror for one full year of demonstrated satisfactory service at their facility;
- b. Have renewed or extended their original contract with Offeror beyond the initial term and conditions of contract.

2.10.00 ***BASIS FOR AWARD***

2.10.01 An award resulting from this request shall be awarded to the responsive and responsible offeror whose proposal is determined to be most advantageous to the County, taking into consideration cost and the evaluation factors set forth herein; the right is reserved to reject any and all proposals

received and in all cases, the County will be the sole judge as to whether an offeror's proposal has or has not satisfactorily met the requirements of this RFP.

2.10.02 An evaluation committee has been established in order to review and evaluate all proposals submitted in response to this Request for Proposal. The committee shall conduct a preliminary evaluation of all responsive technical proposals. Based upon this review, the cost proposals of the highest rated offeror(s) will be reviewed.

2.10.03 Based on the results of the preliminary evaluation, the highest rated offeror(s) may be invited by the Procurement Officer to make oral presentations to the Evaluation Committee. This committee will then conduct a final evaluation of the offerors. The Evaluation Committee shall then negotiate a proposed contract with the highest qualified offeror. At the time the proposed contract is negotiated, the offeror and the Evaluation Committee may negotiate any changes desired in the Request for Proposal if deemed in the best interest of Lexington County. If a satisfactory proposed contract cannot be negotiated with the highest qualified offeror, negotiations will be formally terminated. Negotiations shall then be undertaken with the second most qualified offeror and so on. The Committee will make appropriate recommendation(s) to Lexington County Council prior to actual award of contract.

2.11.00 ***ORAL PRESENTATIONS***

2.11.01 Each offeror who submits a response to this Request for Proposal *may* be required to make an oral presentation of the submitted proposal to the County. Such presentations provide an opportunity for the offeror to clarify the proposal, to insure mutual understanding, and will in no way change the offeror's original proposal. Subsequent travel expense by the offeror will be at the offeror's expense.

2.11.02 Offerors are advised that, in the event of receipt of an adequate number of proposals, which in the opinion of the Procurement Manager require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Hence, proposals should be submitted initially on the most complete and favorable terms from a technical standpoint which offerors are capable of submitting to the County. Should proposals submitted require additional clarification and/or supplementary information, offerors should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when so requested.

2.12.00 ***CONTRACTING***

2.12.01 Upon award of the proposal, this document and the successful offeror's proposal, including all correspondence, supporting documents and completed forms, shall become part of the contract. All written communications between the County of Lexington and the successful offeror after the proposal opening may also be incorporated into the contract.

2.13.00 ***AMENDMENTS***

2.13.01 All amendments to and interpretations of this solicitation shall be in writing. The County of Lexington shall not be legally bound by any amendment or interpretation that is not in writing. Only information supplied by the County of Lexington in writing or in this RFP should be used in preparing offeror responses. All contacts that an offeror may have had before or after receipt of this RFP with any individuals, employees, or representatives of the County of Lexington and any information that may have been read in any news media or seen or heard in any communication facility regarding this proposal should be disregarded in preparing responses.

2.14.00 ***COUNTY RESPONSIBILITY TO PROPOSAL***

2.14.01 This Solicitation does not commit the County of Lexington to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The County of Lexington reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this proposal if it is in the best interest of the County to do so. If the proposal fails to conform to the essential requirements of the RFP, the County of Lexington alone will be the judge as to whether that variance is significant enough to consider the RFP non-responsive and therefore not considered for award.

2.15.00 ***TERMINOLOGY***

2.15.01 The terminology used and the organization of the RFP are not intended to be restrictive in any way. Appropriate interpretation of the intent of the RFP should be made by the offeror in these situations.

2.16.00 ***PROHIBITION OF GRATUITIES***

2.16.01 Section 8-13-420 of the 1976 Code of Laws of South Carolina states in part as follows: "Whoever gives or offers to any public official or public employee any compensation including a promise of future employment to influence his action, vote, opinion or judgment as a public official or public employee, or such public official solicits or accepts such compensation to influence his action, vote or judgment shall be subject to the punishment as provided by Sections 16-9-210 and 16-9-220." Gratuities in any form are strictly prohibited.

2.17.00 ***PROPRIETARY/CONFIDENTIAL INFORMATION***

2.17.01 Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Freedom of Information Act; however, the offeror must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state reasons why protection is necessary. Disposition of material after award is made should be stated by the offeror. No information, materials or other documents relating to this procurement will be presented or made otherwise available to any other person, agency, or organization until after award.

2.17.02 All offerors must visibly mark as "Confidential" each part of their proposal which they consider to contain proprietary information. **All unmarked pages will be subject to release in accordance with the guidelines set forth under section 11-35-410 of the consolidated procurement code.** Privileged and confidential information is defined as "information in specific detail not customarily released to the general public, the release of which might cause harm to the competitive position of the part supplying the information." The examples of such information provided in the statute are:

1. Customer lists;
2. Design recommendations and identification of prospective problem areas under an RFP;
3. Design concepts, including methods and procedures;
4. Biographical data on key employees of the offeror.

2.17.03 Evaluative documents predecisional in nature such as inter or intra-agency memoranda containing technical evaluations and recommendations are exempted so long as the contract award does not expressly adopt or incorporate the inter- or intra-agency memoranda reflecting the predecisional deliberations.

2.17.04 ***MARKING YOUR ENTIRE PROPOSAL CONFIDENTIAL/PROPRIETARY IS NOT IN CONFORMANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT.***

2.18.00 ***OWNERSHIP OF MATERIAL***

2.18.01 All proposals submitted in response to this document become the property of the County of Lexington. Proposals submitted may be reviewed and evaluated by any person(s) at the discretion of the County of Lexington upon award of contract. Ownership of all data, material and documentation originated and prepared for the County of Lexington pursuant to this contract shall belong exclusively to the County. Offerors not awarded a contract under this solicitation, may request return of excess copies of their proposals within thirty (30) days after notification of award is mailed. All cost of returns will be paid by the offeror. If Federal Express, UPS, or other shipping number is not received with request, all excess copies will be destroyed.

2.19.00 ***DISCUSSIONS/NEGOTIATIONS***

2.19.01 By submission of a proposal, offeror agrees that during the period following issuance of the RFP and prior to final award of contract, offeror shall not discuss this procurement with any party except the Procurement Officer or other parties that may be designated in this solicitation. Offeror shall not attempt to discuss with or attempt to negotiate with the using agency/department, any aspects of the procurement without prior approval of the Procurement Officer.

2.20.00 *MINIMUM QUALIFICATIONS*

2.20.01 The County of Lexington reserves the right to determine whether Offerors have the minimum qualifications to perform a contract of this type. The determination by the County concerning Offeror qualifications shall be final.

2.21.00 *RIGHT TO PROTEST*

2.21.01 Any prospective proposalder, offeror, or contractor, who is aggrieved in connection with the solicitation of a contract shall protest to the Procurement Manager within ten (10) calendar days of the date of issuance of the Invitation to Proposal, Requests for Proposals or other solicitation documents, whichever is applicable, or any amendment thereto, if the amendment is at issue. Any actual proposalder, offeror, or contractor, who is aggrieved in connection with the intended award or award of a contract, shall protest to the procurement manager within ten (10) calendar days of the notification of award.

III. CONTRACTUAL REQUIREMENTS

3.1.00 *OFFEROR RESPONSIBILITY*

3.1.01 The contractor shall provide all of the proposed work and services as finally agreed upon and accepted by Lexington County. Each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or to the contract.

3.2.00 *AFFIRMATIVE ACTION*

3.2.01 The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741-4.

3.3.00 *SC LAW CLAUSE*

3.3.01 Upon award of a contract under this proposal, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offeror from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed proposal, the offeror agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, County of Lexington, as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

3.4.00 *COMPLIANCE WITH LAWS*

3.4.01 The contractor shall keep fully informed of all existing and future state and federal Laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the specifications for this work in relation to any such law, ordinance, regulation, order or decree, he shall forthwith report same to the Procurement Manager, in writing. The contractor shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees; and he shall protect and indemnify the County, its officers and agents, against any claim or liability arising from or based upon violation of any such law, ordinance, regulation, order or decree whether by themselves or their employees.

3.5.00 *INDEMNIFICATION*

3.5.01 The contractor and any of its subcontractors shall indemnify, defend, hold harmless and reimburse

the County, their agents, officers and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever, relating to or arising out of any action or failure to act, by the contractor, its subcontractors, officers, agents and employees, or relating to or arising out of the performance or failure to perform by the contractor, its subcontractors, officers, agents and employees of any of the obligations under this Agreement. Losses, liabilities, expenses and claims for damages shall include, but not be limited to, civil and criminal fines and penalties, a taking, whether direct or indirect (inverse), loss of use and/or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs and attorney's fees for an appeal.

3.5.02 The County of Lexington shall promptly notify the contractor of any civil or criminal actions filed against it or of any notice of violation from any federal or state agency or of any claim as soon as practical. The contractor upon receipt of such notice shall have the right at its election to defend any and all actions or suits or join in the defense. Nothing herein shall be construed to prevent the County from defending their own interest.

3.6.00 ***EQUAL EMPLOYMENT OPPORTUNITY***

3.6.01 Contractor agrees that it will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based upon race, sex, national origin, age, disability, or in any way violative of Title VII of 1964 Civil Rights Act and amendments or the South Carolina Human Affairs Law, except as permitted by said laws.

3.7.00 ***SOUTH CAROLINA STATE AND LOCAL TAX LAW***

3.7.01 By submission of a signed proposal, you are certifying, under penalties of perjury, that you comply with Section 12-54-1020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes. This will certify to the County of Lexington your compliance.

3.8.00 ***GOVERNING LAW***

3.8.01 Contractor hereby agrees to subject itself to the jurisdiction and process of the courts and to the law of the State of South Carolina of all matters and disputes arising or to arise under this contract and the performance thereof, including all matters pertaining to the validity, construction, interpretation and effect of a resulting contract. In the event of any dispute between the parties hereunder, all such disputes shall be pursued in Circuit Court for the State of South Carolina, Lexington County.

3.9.00 ***ATTORNEY FEES***

3.9.01 In the event that the County of Lexington is required and shall bring a suit or action to compel performance of or recover for any breach of any stipulation, covenant, term or condition of a resulting contract, the County may seek attorney fees from contractor and contractor will pay to the County such attorney fees as the court may award. Otherwise, attorney fees in connection with any suit or action hereunder will be borne by the parties experiencing said expenses.

3.10.00 ***ASSIGNMENT AND MODIFICATION***

3.10.01 The contract resulting from this RFP shall be binding upon the contractor, its successors, and assigns. This contract shall be binding upon the County in accordance with its terms and conditions. Contract shall not be assigned by contractor without the express written consent of the County, such consent to be within the sole discretion of the County. Any change in majority ownership or operational control of contractor shall be deemed as assignment by operation of law and shall not be permitted except as provided for herein.

3.10.02 No agreement to modify the formal contract shall be binding on the part of the County unless such modification is reduced to writing and executed by an authorized agent of the County.

3.11.00 ***SUBCONTRACTING***

3.11.01 If any part of the work covered by this RFP is to be subcontracted, the contractor shall identify the subcontracting organization and the contractual arrangements made therewith. All subcontractors must be approved by the County of Lexington. The successful offeror will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the offeror.

3.12.00 *INDEMNIFICATION FOR LEGAL OR CONSULTANT SERVICES*****

3.12.01 Any contract for legal or consultant services entered into by the County of Lexington shall be in accordance with Section 11-9-105 of the 1976 Code of Laws of South Carolina, as amended, which requires completion of all services. In the event all services are not fully rendered as provided for in the contract, any monies which have been paid by the County under the contract must be refunded to the County along with a twelve (12) percent penalty.

3.13.00 *DRUG-FREE WORKPLACE*****

3.13.01 (Note: This clause applies to any resultant contract of \$50,000 or more). The State of South Carolina has amended Title 44, code of Laws of South Carolina, 1976, relating to health, by adding Chapter 107, so as to enact the Drug-Free Workplace Act (See Act No. 593, 1990 Acts and Joint Resolutions). By submission of a signed proposal, you are certifying that you will comply with this Act (See Section 44-107-30). This will certify to the County of Lexington your compliance.

3.14.00 *PAYMENT TERMS*****

3.14.01 Payment for services pursuant to a successful contract will be made within thirty (30) days of receipt of a detailed monthly invoice unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. Contractor shall provide complete cooperation during any such investigation. Invoice shall be for services rendered for the period of the first day of the month through the last day of the month.

3.15.00 *TERMINATION*****

For Cause: In the event of material breach by contractor, County of Lexington shall be given written notice specifying the material breach. The County would regard any deviation from the requirements of the contract that was neither trivial nor innocent as being material. Such deviations are evaluated on an instance-by-instance basis but any deviation which impairs the utilization or value of the property to the County would be regarded by the County as a material breach. Upon receipt of such notice, if contractor has not begun correction of the material breach within two (2) days or has not substantially corrected the material breach within ten (10) days of receipt of written notice, County of Lexington shall have the right to terminate unilaterally and immediately services hereunder without further notice. County of Lexington reserves the right to purchase any and all services or other items thereafter in the open market, charging the contractor with any additional costs. Should such charge be assessed, no subsequent proposals or proposals of the defaulting contractor will be considered until the assessed charge has been satisfied. Additionally, the County shall have a similar right of rescission in any instance where contractor provides or seeks to provide any services for a price higher than that specified herein, without regard to cause, including governmental regulatory intervention and insistence. In the event of rescission, revocation or termination, all documents and other materials in the possession of County of Lexington or scheduled for delivery to the County relating to performance hereunder shall become the property of the County. County of Lexington's failure to exercise their rights to terminate under this provision shall not be construed as a waiver of their rights to terminate, rescind or revoke the services herein in the event of any subsequent breach.

3.15.02 *Non-Appropriation:* If the Lexington County Councils fail to appropriate or authorize the expenditure of sufficient funds to provide the continuation of this contract or if a lawful order issued in, or for any fiscal year during the term of the contract, reduce the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, the contract shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to County.

3.15.03 *Termination for Convenience:* The County, by written notice, may terminate this contract in whole or in part, when it is in the best interest of the County

3.16.00 ***ILLEGAL IMMIGRATION & PUBLIC CONTRACTS***

3.16.01 In accordance with the South Carolina Illegal Immigration Reform Act, [2008, Act No. 280](#). Section 3 of this Act added to [Chapter 14 to Title 8](#) of the South Carolina Code of Laws prohibits covered persons from entering into covered contracts unless the contractor agrees either (a) to verify all new employees through the federal work authorization program [and requires the same from subcontractors and sub-subcontractors] or (b) to employ only qualifying workers. Effectively, the Act also requires contractors to agree to provide any documentation required to establish either (a) that the Act does or does not apply to the contractor, subcontractor, or sub-subcontractor; or (b) that the contractor, and any subcontractor or sub-subcontractor, are in compliance with Section 3 of the Act.”

IV. SPECIAL PROVISIONS

4.1.00 ***CHANGES***

4.1.01 No services for which an additional cost or fee will be charged by the contractor will be furnished without the prior written authorization of the County of Lexington.

4.2.00 ***INSURANCE***

4.2.01 The amount and types of insurance required should commensurate with the hazards and magnitude of the undertaking, but in no event of lesser amount nor more restrictive than the limits of liability and schedule of hazards below described. Without limiting its liability under the contract agreement, the contractor shall procure and maintain, at its expense during the life of this contract, insurance of the types in the minimum amounts stated below:

SCHEDULE

WORKERS COMPENSATION

As required by the State of South Carolina.

LIMIT

Statutory

COMPREHENSIVE GENERAL LIABILITY

Premises Operations

\$1,000,000 (per occurrence)

Single Limit

Contractual Liability

Independent Contractors

Personal Injury

Products - Completed Operations

PROFESSIONAL LIABILITY

\$1,000,000/\$3,000,000
(per occurrence)

AUTOMOBILE LIABILITY

All Owned, Non-Owned, and Hired

\$ 600,000 Combined

(per occurrence or tort claim liability, whichever is greater)

4.2.02 The contractor's comprehensive general liability policy shall also include blanket contractual liability coverage or shall be endorsed to cover the liability assumed by the contractor. Said insurance shall be written by a company or companies approved to do business in the State of South Carolina and acceptable to the County. Before commencing any work hereunder, certificates evidencing the maintenance of said insurance shall be furnished to the County of Lexington. The County of Lexington, its officials, employees and volunteers are to be covered as insured's as respects: liability arising out of activities performed by or on behalf of the contractor, including the insured's general supervision of the contract; products and completed operations of the contractor; premises owned, occupied or used by the contractor; or automobiles owned, leased, hired or borrowed by the contractor.

The coverage shall contain no special limitations on the scope of protection afforded to the County of Lexington, its officials, employees or volunteers. To accomplish this objective, the County of Lexington shall be named as an additional insured under the contractor's insurance as outlined above.

4.2.03 The contractor shall take out and maintain, during the life of this contract, the statutory Workmen's Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this contract, and in case any such work is sublet, the contractor shall require the

subcontractor similarly to provide Workmen's Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.

Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, and contingent or on another basis.

- 4.2.05** Each insurance required by the County of Lexington shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County of Lexington.
- 4.2.06** Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein.
- 4.2.07** All certificates and endorsements must be received and approved by the County of Lexington within ten (10) days after notification of award.
- 4.2.08** The County, its officers and employees shall be named as an “additional insured” in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage “is primary to all other coverage the County may possess”.
- 4.2.09** Lexington County reserves the right to review and approve contracted vendor’s insurance carrier.

4.3.00 ***SOCIAL SECURITY***

- 4.3.01** The contractor shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liabilities for the payment of any and all contributions or taxes for Social Security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries, or other compensation paid to persons employed by the contractor or work performed under the terms of this award and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by duly authorized state and federal officials; and said contractor also agrees to indemnify and save harmless the County from any such contributions of taxes or liability hereof.

4.4.00 ***WORKER'S COMPENSATION COVERAGE***

- 4.4.01** The contractor shall comply with the State law known as the Worker's Compensation Act. The contractor shall maintain such insurance as will protect both contractor and the County from claims under Worker's Compensation Acts and from any other claims for damages for personal injury, including death, which may arise from operations under this contract, whether such operations are by the contractor or anyone directly or indirectly employed in the work.

- 4.5.00** **TERM OF CONTRACT / OPTION TO EXTEND:** The County of Lexington is soliciting competitive proposals to establish a term contract for providing and delivering services and/or commodities listed herein. The term of this contract shall be for a period of three years (3) with the option to renew for two (2) one year periods from the effective date of the contract. The County of Lexington may extend the contract if it appears to be in the best interest of the County and is agreeable with the contracted vendor.

4.5.01 **CONTRACT ADJUSTMENTS:**

Should an extension or revision be requested, written requests for contract revisions may be submitted in writing to the County of Lexington sixty (60) days prior to the end of the current contract period (initial contract period is defined as one year). These requests shall be forwarded by registered mail to ensure delivery. The County reserves the right to accept or decline any requested revision. Any requested revision shall be accompanied by supportive documentation. The County of Lexington will

accept or decline the requests for a contract revision, in written form, within thirty (30) days following the date of the request. No revision shall be effective until approved in writing by the Procurement Manager.

V. SCOPE OF WORK & SERVICES TO BE PROVIDED

5.1.00 STAFFING

5.1.01 The contractor shall be required to provide onsite, and maintain a minimum staff level as follows:

- 1) Food Service Manager
- 2) (2) Assistant Food Service Manager/Line Supervisor
- 3) (4) Cooks/supervisors

The contractor shall also provide any other staff necessary to adequately prepare and serve all meals. Contract employees will be present all times the kitchen is in operation.

5.1.02 The Food Service Manager **or** the assistant will be present at all times supervising during meal preparation, meal service times and during cleaning. The Food Service Manager shall have prior correctional food service knowledge and experience.

5.1.03 All employees of the contractor, who will work in the Lexington County Detention Center, must meet the same requirement as the LCSD personnel. All must successfully pass a background investigation, drug screen, polygraph, and all other requirements as outlined by the LCSD. Lexington County will provide only the background investigation at no charge. Contractor is to provide drug screen, polygraph and all other requirements as outlined by the LCSD. All testing will be the responsibility of the contractor. This is a requirement we have of all our employees and we expect the same from employees hired by the contractor. The county reserves the right to require the contractor to remove and replace any of their employees for just cause.

5.1.04 All employees of the contractor shall be required to undergo annual physical examinations at the contractors expense specifically included in their exam shall be a TB test. All employees of the contractor shall be required to undergo random drug test throughout their employment, administered by the contractor. The report's status is to be given to the Bureau Commander.

5.1.05 The contractor shall provide appropriate personnel to participate in departmental meetings as requested by LCSD administration.

5.1.06 All employees of the contractor shall be required to adhere to all LCDC rules, regulations, policies and procedures.

5.1.07 The contractor shall submit a staffing chart for the overall operation, indicating the actual staffing levels they propose to provide. The chart shall include title, job description, number of full time and relief staff by day, shift and location. Also included shall be a detailed explanation of method of supervision, performance review and overall approach to working with LCSD employees.

5.1.08 The contractor shall submit a formalized training program for the contract employees. Training shall include kitchen operation. The contract employees will also attend training by LCSD for security, fire control, and detention center operational procedures. The contractor agrees to train and supervise all such personnel and provide them for directed LCSD training.

5.1.09 The LCDC shall provide inmates (inmate workers) labor to supplement the contractor's staff in varying and fluctuating quantities, except during lock down or other emergencies. No specific amount of inmate's labor can be guaranteed by the County; however, sufficient inmate labor will be made available when possible. Any assistance provided by any inmates/workers will be strictly voluntary and in no way affects the Contractor's responsibility. **The contractor shall be responsible for supervising inmate labor at all times during food service operation.** The contractor acknowledges that in the event they are unsuccessful in using inmate labor, the contractor may not assert an inability to perform the contract against the county of Lexington, nor may the contractor allege breach against the county of Lexington.

The contractor utilizes inmate labor at its own risk. The LCDC administration shall select the inmates to work with the food service. The contractor shall be responsible for documenting on specified forms and notifying detention center administration of rules violations by inmate workers in the food service area. The LCDC administration shall be responsible for taking necessary disciplinary action, if appropriate. The contractor shall have the right to request the LCDC administration to remove inmate staff from food service assignment. The average number of inmate workers is estimated at twelve (12) normally.

5.1.10 The contractor shall provide an organized chart and job descriptions for all inmate workers to include the number of inmates needed to adequately perform per shift. This is to be discussed and approved by LCDC staff. The restrictions or limitations that apply to the work performed by the inmate workers are normal security related restrictions. Inmate workers cannot supervise nor have authority over other inmates.

5.1.11 The contractor shall provide all necessary training for inmate labor. The proposed shall outline what this training will entail as part of the contractors overall vocational training program. Inmates are not permitted to supervise other inmates.

5.1.12 All employees will be required to sign in and out at any Lexington County Sheriff's Department designated area.

5.1.13 All employees of the contractor shall be provided a photo ID by the owner and worn at all times.

5.2.00 MEALS

5.2.01 Shall provide food service 365 days a year, 3 meals per day, of which 2 shall be hot, at regular meal times during each 24 hour period, with no more than 14 hours between the evening meal and breakfast. Schedule must be approved by the Jail Administrator.

5.2.02 Shall warrant that all meals will be served at appropriate temperatures, (140 hot, 45 cold) and in a manner that makes them palatable and visibly pleasing complete with condiments (dressing, salt, pepper, sugar, catsup, mustard, etc.)

5.2.03 The basic food groups shall be used in establishing a minimum basic food ration for inmates. A minimum daily food ration that supplies the fundamental elements of good nutrition shall include selection from the following 7 basic food groups.

Group 1 Green and yellow vegetables; raw, cooked, frozen or canned.

Group 2 Citrus fruits and tomatoes; raw cabbage or salad greens.

Group 3 Potatoes; root vegetables and fruit other than citrus.

Group 4 Milk and milk products; fluid, evaporated or dried; or cheese.

Group 5 Meat; poultry, fish or eggs, supplement with dried beans; peas, nuts or peanut butter.

Group 6 Cereal; natural, whole grain enriched.

Group 7 Butter; fortified margarine or oil.

5.2.04 GENERAL MENU REQUIREMENTS

1. No skin or organ meats allowed in turkey products.
2. No soy allowed in meat products.
3. Breakfast juice is 100% fruit juice.
 - 3.1 Orange juice for breakfast may be served bulk vs 4 oz portion pack as long as you provide and dispense into 4 oz portion size cups; whichever you feel is most cost effective. Two (2) each 4 oz portion packs are required for bag lunches. 12 oz. Beverage cups are used for lunch and dinner.
4. Fruit drink, at lunch, is vitamin fortified.
5. No out-of-date milk or juice can be used or served.

6. No stale bread/rolls, etc can be served.
 7. No damaged can goods can be used if the seal has been broken.
 8. All entree portions including casseroles are cooked weight measurements. Meat weights exclude sauces and gravies.
 9. Side dish portions including cooked cereals, starches, vegetables, salads and puddings are volume measurements.
 10. Fresh fruits and vegetables shall be first quality, not bruised or over ripe.
- 5.2.05** Contractor will submit the menu for the following month, already approved by a registered dietitian, to the Jail Administrator for approval no later than the 15th of each month. Meals prepared and served at the facility shall always be under the supervision of the contractor.
- 5.2.06** All menus and special diets must meet the standards for adult holding and detention facilities as established by the American Correctional Association (ACA). All meals served will be in compliance with the 1996 Recommended Daily Allowance for adult males and females as established by the National Academy of Sciences. Contractor shall provide 2900 per day calorie, four (4) week cycle menu.
- 5.2.07** Shall provide at no additional cost, religious and medical diet conforming to special religious or physician-ordered specifications. Submit with proposal a schedule of the menu they propose to serve inmates on restricted diets. The contractor shall expect an average of one hundred (100) per day.
- 5.2.08** Shall provide as needed, bag lunches for inmates going to court, work details. The bag lunches shall consist of at the minimum, 2 sandwiches, fruit, dessert, condiments and a beverage. Meal must meet the 2900 calorie requirement per day excluding beverage. The vendor should expect an average of 85 bag lunches per day.
- 5.2.09** Prepare and provide additional meals in time of emergencies (i.e. floods, hurricanes, tornadoes, ice storms etc) for staff and county Emergency Operation Center as requested by the administrative staff.
- 5.2.10** If utilities are disrupted for any reason, or other emergency situations arise which makes the use of the facility kitchen impossible or impractical, the vendor must make other facilities available to supply meals to the facility. To be done at no additional cost to the county unless otherwise agreed to in writing by both parties. Include in work plan, proposal for handling emergency feeding situations. Cold meal will be lunch and is to be served on a tray.
- 5.2.11** The contractor shall maintain standard recipes in the kitchen for each item to be prepared. These recipes shall be utilized by cooks in preparing each meal, and shall designate for each item prepared, the cooking procedure, and ingredient and quantities required. Recipe cards shall be made available at any time for use of the LCDC administration for audit or inspection. All recipe cards shall be kept on file for a minimum of 5 years and shall become the property of the County.
- 5.2.12** The contractor shall include in the proposal their policies for serving special, traditional meals on holidays. Proposed menus and holidays shall be identified. All such meals will be provided at contract rates. A minimum of four (4) special meals shall be provided annually, including Easter, July 4th, Thanksgiving and Christmas to be approved by LCDC Bureau Commander. Contractor is to provide catering services for special events when requested by LCSD. Cost to be negotiated with contractor. With adequate notice the contractor will provide the food at bulk prices. If adequate notice is not provided, the cost will be negotiated with contractor.
- 5.2.13** All foods served shall be wholesome and free from spoilage and decay. All food items purchased shall meet and comply with all local, county, state and federal codes. All institutional meat purchased must meet the "General Requirements" as formulated by the US Department of Agriculture. Grade minimums for food items shall be as follows:
- 1) Poultry - USDA Grade A
 - 2) Fish - USDA Grade A
 - 3) Beef - USDA Good or Better
 - 4) Eggs - USDA Grade A Medium

- 5) Vegetables (canned) Standard or Better
- 6) Fruit (canned) Standard or Better
- 7) Fresh fruit and vegetables - USDA No.1
- 8) Dairy products and cheese - USDA Grade A
- 9) Ground beef - USDA Good or Better - not to exceed 25% fat
- 10) Smoked meats - Best quality
- 11) Provisions and variety meats - Retail quality, Grade #1 from USDA inspected plants.
- 12) Coffee and tea - Best grade/national brands
- 13) Other beverages - Best grade/national brands

The contractor shall eliminate pork products and purchase franks with synthetic casing.

- 5.2.14** The average daily population has been projected to be approximately 775 inmates for 2015; projected increase of 10% per year. The ADP for 2013 was 704. Inmate workers are served a portion and a half of everything on the tray (approximately 40-52).
- 5.2.15** It shall be the contractor's responsibility to implement and coordinate with the LCDC administration, a system for determining the number and type of meals required for each serving.
- 5.2.16** The current provider is Trinity Food Services Group.
- 5.2.17** Pricing for our is available on our Lexington County contract book page at <http://www.lex-co.sc.gov/departments/DeptIQ/procurement/Pages/LexingtonCountyContractBook.aspx>
- 5.2.18** Styrofoam/Paper is used for emergency situations only (i.e. dishwasher broken/large increase in population, etc.). The cost of Styrofoam/paper during these emergency situations shall be covered by the contractor.
- 5.2.19** **The contractor shall be responsible for the acquisition and replacement of all necessary equipment not already asset tagged by Lexington County Sheriff's Department. Examples of items to be covered by the contractor are (BUT NOT LIMITED TO): trash cans, squeegees, pots, oven pans, utensils, eye wash stations, food trays that fit the dishwasher, beverage containers, cleaning implements/detergents, food tray drying racks, replacement food carts and wheels for the food carts, food service carts, masks, gloves, aprons, dishwasher room rubber boots, oven mitts, inmate food tray (must fit the dishwasher) etc.**
- 5.2.20** Currently the County possesses (asset tagged) four (4) ovens, one (1) stove, two (2) tilt skillets, one (1) 50 quart pot, one (1) mixer, one (1) meat Slicer, one (1) ice maker, one (1) steamer, one (1) gravity fed serving line, and one (1) food tray washer.
- 5.3.00 CURRENT PLAN OF OPERATION**
- 5.3.01** The contractor shall follow the current plan of operation or coordinate with the LCDC administration to implement an improved method. The current plan of operation is as follows:
- 5.4.00 MAIN FACILITY/NEW FACILITY EXPANSION**
- 1) Food is prepared in the kitchen and placed in insulated serving trays. Beverages are carried in bulk thermal containers.
 - 2) Insulated serving trays and beverage containers are loaded onto food delivery carts and transported to the main facility where they are dispensed into each section. Inmates eat their meals in their assigned housing area. Inmate workers assigned to the kitchen are used to deliver the meals from the food service area to the inmate housing units, and also retrieves the trays and returns them to the kitchen.
 - 3) Trays are picked up after meal times and returned to the kitchen for cleaning, drying, and reuse at the next meal time.
- 5.4.01 ANNEX**

- 1) Food is prepared in the kitchen and placed in insulated trays for distribution.
- 2) The inmate workers dorm is the only dorm to proceed through the serving line and eat in the annex multi-purpose room.
- 3) Each inmate places his/her tray on a cart to be taken to the dishwasher for cleaning, drying and reuse at the next meal.
- 4) The tray line for the main facility inmate's meals and the serving line for the annex inmate's meals run at different times.

5.4.02 The approximate meal times are:

BREAKFAST: 4:45 A.M. – 5:45 A.M.
LUNCH: 11:45 A.M. - 1:00 P.M.
DINNER: 4:30 P.M. – 5:45 P.M.

5.4.03 Special arrangements must be made for feeding inmates who are returned from court, etc. after the scheduled meal times and those booked in before and after scheduled meal times. There are approximately 75-100 inmates per week that would be affected. Regular meals are normally held for these inmates.

5.5.00 SANITATION/INSPECTION

5.5.01 Food Service shall **meet** all applicable federal, state, and local guidelines, laws and regulation.

5.5.02 Sanitation, food handling, and food storage shall comply with standards set forth by the Department of Health and Environmental Control.

5.5.03 The Lexington County Detention Center administration may at any time, inspect food or meals, food storage, food preparation and serving area.

5.5.04 Food service shall meet the guidelines as prescribed by the American Correctional Association in order that the food service facility may obtain American Correctional Association accreditation. We are currently not accredited by the American Correctional Association.

5.5.05 Sanitation evaluation reports, designed in conjunction with the LCDC administration, are to be completed no less than once a week by the contractors Food Service Manager. These reports are to meet or exceed DHEC requirements. Any sub-standard findings noted by the manager must be corrected as soon as possible. These reports or a copy shall be forwarded to the LCDC administration immediately upon completion.

5.5.06 Contractor shall assume all responsibility for all health and sanitation inspections.

5.5.07 The contractor shall forward a copy of all DHEC inspections to the LCDC administration and correct any problems as soon as possible.

5.5.08 The contractor will provide pest control for all areas assigned to them.

5.6.00 STAFF MEALS

5.6.01 FREQUENCY OF MEALS OPTIONAL

7 days per week at an estimated cost of \$xxx per year for shift personnel only.

5.7.00 METHOD OF DELIVERY

Meals will be prepared, handled, and delivered by contract vendor personnel only.

5.8.00 MENU VARIETY

Meals may consist of deli sandwiches, hamburgers, hot dogs, chicken, ribs, shrimp, spaghetti, pot roast, sausage, grilled cheese sandwiches, fish sandwiches, chicken sandwiches, salads, and etc. The contractor may suggest other menu items; however, cost for all meals will be the same and the Lexington County

Detention Center Command Staff must approve the menu prior to implementation. The meal must include a meat, vegetable, starch, dessert, and beverage at appropriate temperatures that are palatable and pleasing to the eye.

5.9.00 TIME OF DELIVERY

1. **DAY SHIFT** BETWEEN 12:30 PM UNTIL 1:30 PM
2. **NIGHT SHIFT** BETWEEN 7:30 PM UNTIL 8:30 PM

5.10.00 REPORTS, RECORDS, ACCESS

5.10.01 The contractor shall keep full and accurate records of all purchases, sales, meals, training etc. and shall be made accessible at all times (on-site to the LCSD administration.)

5.10.02 Any and all records shall be subject to an on-site inspection at any time by the LCSD administration.

5.10.03 The contractor must provide to the LCDC administration reports as specified by the LCSD administrator.

5.10.04 The contractor must maintain complete and accurate records of the number of meals served at each meal on a daily basis and to include special meals such as diets, snacks, etc. to be submitted weekly.

5.10.05 A narrative report shall be submitted on the fifth working day of each month to the LCSD administration, including all data reflecting each month's workload and will include the following: (a) meals served (b) # of employees 8 hours worked etc.

5.10.06 To ensure adequate (3 weeks of non perishable items) stock level, a weekly inventory shall be made of all food items, utensils, supplies, etc.

5.10.07 All personnel records shall be attainable at any time per the request of the LCDC administration.

5.11.00 SAFETY AND SECURITY

5.11.01 The contractor and its entire staff shall be required to work closely with the LCDC personnel to insure the safety of all contract employees, inmate staff, and safety conditions of the food service area.

5.11.02 The contractor shall demonstrate, within their proposal, knowledge of correctional safety and security by including an explanation of training programs given their employees which are designed for correctional institutions.

5.11.03 In order to assure the safety of all persons, both within and without the Lexington County Detention Center, it shall be the responsibility of the contractor's staff to report to LCDC officers any actions or alleged actions of the detention center population which would violate any policy or procedure of the LCDC.

5.11.04 Any employee of the contractor violating rules with respect to contraband, messages, bribes, contact or committing any other inappropriate actions shall be immediately reprimanded suspended or terminated by the contractor. The proper action shall be coordinated with the LCDC administration and depending on the serious nature of the incident; the contractor shall surrender then to the proper authorities for appropriate criminal action if necessary.

5.11.05 The contractor shall account for all tableware, utensils, (potential weapons) after each meal and store in a secure place. Any loss or unaccountable disappearance shall be reported to the LCDC administration immediately upon discovery. **Items destroyed or thrown away by employees or inmates shall be the responsibility of the contractor and must be replaced at no expense to the county.** Equipment damaged by the contractor or inmate workers through negligence or inattentive supervision will be the responsibility of the contractor and must also be replaced at no expense to the county.

5.11.06 The contractor will designate an employee to be responsible for checking out Detention Center kitchen keys from Annex Control and that said employee will hold such keys in his possession at all times and will return the keys to Annex control at the conclusion of all food service activities each day and prior to any food service personnel leaving the Detention Center.

5.12.00 ADDITIONAL OBLIGATIONS

- 5.12.01** The Contractor agrees to permit the Owner to examine, inspect, and have access to the books, records, papers, meters, equipment, and facilities, at all reasonable and proper times, with respect to the operation of the food service program in order to assure that each of the provisions of this agreement are being performed in a manner satisfactory to the Owner. The covenant applies locally and at the Contractor's Corporate Home Office.
- 5.12.02** The Contractor will provide the Major of Detention Bureau, a complete and acceptable written Standard Operation Procedure Manual for the food service activities.
- 5.12.03** The Contractor will at all times maintain an adequate staff of employees on duty for the efficient operation of a total food service operation and supervision of inmate workers assigned to food service.
- 5.12.04** All Contractor employees will possess appropriate State of South Carolina licenses, certifications or permits to perform the food service activity they are involved with. All Contractor employees will be appropriately dressed and present a neat, professional appearance. All Contractor employees will be physically fit for the duties to be performed, including good vision and hearing. All Contractor employees will be trained on the operation of correctional food service program by the Contractor prior to the assignment of said employee to said facilities. The Owner reserves the right to refuse approval of employment and to order termination of any employee or prospective employee or employees of the Contractor. The Contractor will replace any employee when requested to do so by the Owner.
- 5.12.05** The Contractor will bear any loss resulting from dishonest acts on the part of its employees.
- 5.12.06** The Contractor and its employees will be responsible for reporting, in writing, any unusual events that may occur to the Owner via Major of Detention Bureau.
- 5.12.07** The Contractor will meet with the Owner at such place and time as designated by the Owner to solve problems and to initiate any change in operations for improvement of the food service operation.
- 5.12.08** The Contractor and its assigned employees will be responsible for all supervision of the food service operation to include food cart delivery to the units and retrieval from the units.
- 5.12.09** The Contractor will be responsible for the sanitation, cleanliness, and general housekeeping of all food service areas. Additionally, the Contractor will be responsible for sanitation, cleanliness, and general housekeeping of restrooms, offices, and storage areas designated as food service areas. The authorized Sheriff's Department personnel will make periodic inspections as often as deemed necessary to insure the Contractor's compliance.
- 5.12.10** The Contractor will provide for all telephone and office equipment required for the food services operations. Said equipment **must** be acceptable to Owner. There is currently one telephone for the food service area. The contractor will be responsible for all costs related to the use of this telephone. Contractor shall arrange for current and future telephone service to be billed directly to contractor. The County will help coordinate the installation of any additional lines.
- 5.12.11** The Contractor will provide to the Major of Detention Bureau for approval a written plan for key control and equipment control before commencing with said contract.
- 5.12.12** The toilets, wash basins, and other equipment will not be used for any other purpose than those for which they were constructed.
- 5.12.13** No alterations will be made on the premises nor will additional partitions or fixtures be installed in said premises without the written consent of the Owner.
- 5.12.14** The Contractor will not remove or permit the removal from the premises of any of the fixtures and equipment owned by the Owner nor will it remove any equipment furnished by the Contractor to replace Owner's equipment lost, damaged, or destroyed.

- 5.12.15** No signs, pictures, bulletins, advertisements, or notices of any kind will be painted, inscribed, or affixed to any part of the premises or any part of the building until said signs, advertisements, or notices are submitted to the Owner and approved in writing by the Division Chiefs.
- 5.12.16** The Contractor will not permit gambling or unlawful practices of any kind on the premises.
- 5.12.17** No alcoholic, spirituous, vinous, or fermented beverages will be stored, permitted, or sold on the premises. This will include liquors, malts, brewed beverages, and wine.
- 5.12.18** The Contractor agrees to incur the cost for all food services purchased from other vendors as a result the Contractor's failure to provide adequate service for a temporary period as determined by the Owner during the term of this award.
- 5.12.19** A joint inventory shall be conducted by the Contractor and representatives of the Owner of all County-owned equipment to be used by the Contractor. A list of all such equipment shall be compiled and a statement of condition of each item shall be made. The list shall be maintained on file by the County. The contractor agrees to **keep** all equipment **in good order** and return all such equipment to the Owner at the conclusion of the contract in approximately the same condition as stated on the inventory with fair wear and tear being expected. The Contractor agrees to maintain all equipment and return all such equipment to the Owner at the conclusion of the contract in approximately the same condition as stated on the inventory with fair wear and tear being expected. All maintenance costs on any equipment provided by the Contractor will be at the Contractor's expense.
- 5.12.20** Contractor shall accept no responsibility for security at the Detention Center or for the custody of any inmate at any time, such responsibility being solely that of the Lexington County Sheriff's Department/Detention Center.
- 5.12.21** The contractor shall be responsible for purchasing, receiving, storage and inventory control of all food necessary for preparation of each meal in sufficient quantities to meet the needs of inmates and staff.
- 5.12.22** The contractor shall also be responsible for ordering, receiving, storage, use and accountability for any USDA commodities used as part of the food service program. USDA commodities, used whenever possible, must be certified as to their use by the food service manager as required.
- 5.12.23** The contractor shall be responsible for assuring that the correct merchandise is ordered and that deliveries are made to correspond with appropriate schedules and security measures. The Lexington County Detention Center Administration may require advance notification of deliveries. There is no loading/unloading dock at LCDC.
- 5.12.24** The contractor shall be responsible for purchasing, receiving, storage and inventory control of all cleaning and janitorial supplies necessary for keeping the food service area, equipment, dishes, tableware and utensils clean, sanitary and attractive.
- 5.12.25** The contractor shall be responsible for purchasing, receiving, storage and inventory control of all cleaning and janitorial supplies necessary for keeping the restroom area clean and sanitary.
- 5.12.26** **Contractor shall be mobilized and operational within thirty (30) calendar days of contract signature.**

5.13.00 OWNER OBLIGATIONS

- 5.13.01** The Owner shall, at its own expense, provide, maintain, repair and replace Food service equipment currently in place or secured under these specifications in the food service facility on an as needed basis and provided sufficient funds are appropriated by the County. A list of equipment will be provided at the pre-proposal conference. **Items destroyed or thrown away by employees or inmates shall be the responsibility of the contractor and must be replaced at no expense to the county.**
- 5.13.02** The Owner will furnish the Contractor with water, sewer, electricity, heating and air conditioning, and gas

for operating food serviced area. The furnishing of utilities will be for the exclusive operation of the food service program for the Owner only. However, the contractor shall be responsible to operate facilities in an energy efficient manner. Maintenance for these utilities will be provided by the Owner as it deems necessary.

5.13.03 The Owner does not guarantee an uninterrupted supply of water, sewer, electricity, gas, air conditioning, or heat. Nor does the Owner guarantee uninterrupted service in providing said utilities, except that it shall be diligent in restoring service following any interruptions. The Owner shall not be liable to the Contractor or to others for any loss, damage, cost, or expense which may result from the interruption or failure of any such service.

5.13.04 The Owner will provide a sufficient number of inmates, when possible; to provide for sanitation and cleaning needs food service areas. However, the Contractor will be responsible for the sanitation, cleanliness, and general housekeeping of all food service areas.

5.13.05 The Owner will provide dumpsters or similar equipment for the removal of trash and garbage. The Contractor will maintain the highest standards of sanitation and cleanliness of all areas where trash and garbage are collected in all food service areas.

5.13.06 The Owner agrees to provide the cleaning, repair, and replacement of fluorescent tubes and/or bulbs in the food service areas and further will include necessary electrical wiring as it deems necessary.

5.13.07 The County shall maintain and repair the building structure in areas assigned to the contractor.

5.13.08 The County will provide reasonable and adequate physical security for the contractor's employees and suppliers.

5.14.00 ACCESS AND USE OF FACILITIES

5.14.01 The Contractor will have access to and use of the food services areas when not in operation providing notice is given in advance.

VI. PROPOSAL PRESENTATION

6.1.00 DELIVERY OF PROPOSALS

6.1.01 Seven (7) copies of the proposals shall be delivered or mailed in a sealed envelope addressed to Procurement Services, County Administration Building, 212 South Lake Drive, Lexington SC 29072 prior to the specified date and time. ***Proposals submitted must show the proposal number on the outside of the package.*** Of the copies submitted, each copy shall be numbered (#1 - #7), with copy #1 containing all original documentation and original signatures. Offerors must complete all forms included in this RFP. Failure to include all forms may result in disqualification of the offeror's proposal. The cost portion of the proposal should be submitted in a separate sealed envelope and labeled as such. Each Offeror shall also provide one (1) original version and one (1) redacted version of the proposal in CD format. Offerors shall complete all forms included in this RFP. ***Failure to include all forms including a properly formatted CD's may result in disqualification of the Offeror's proposal.***

6.1.02 All proposals should be concise and clear, and should convey all of the information requested by the County. Proposals should be prepared simply and economically. All proposals shall be complete and effective to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

6.1.03 All offerors must submit their responses in the form of a "Technical Proposal" and "Cost Proposal". The "Cost Proposal" **must be submitted under separate cover**. Both the "Technical Proposal" and the "Cost Proposal" must be clearly labeled.

6.1.04 There is no intent to limit the contents of proposals. Offerors may include any information deemed pertinent in addition to that outlined below. Failure to provide all required information may result in the proposal being non-responsive. *If your proposal includes any information or materials other than the information requested in the Request for Proposal, you are to include this information as a separate appendix to your proposal.*

6.1.05 The County of Lexington reserves the right to reject any or all proposals in whole or in part.

6.2.00 ORDER OF PRESENTATION - TECHNICAL PROPOSAL

It is requested that the following section headings with dividers be used in offeror responses to this RFP:

Statement of Qualifications

References

Personnel

Understanding of the Project

Treatment of the Issues

RFP Forms Appendix - Copy of vendor's standard contract including warranties and guarantees.

Sample Menu

6.3.00 STATEMENT OF QUALIFICATIONS

6.3.01 Each offeror must demonstrate its firm's competence, qualifications, and ability to perform the services requested in this RFP.

6.3.02 Must be licensed to do business in the State of South Carolina.

6.3.03 Substantial compliance with the Request for Proposals content and format.

6.3.04 Provide a current financial statement, including balance sheets and profit and loss statements covering the last two fiscal years.

6.3.05 Certification from the offeror that he has the ability to commence full operations within 30 days after

notification of award.

6.4.00 ***REFERENCES***

6.4.01 Provide listing of all agencies at which the offeror has or has had a valid contract for similar services at any time during the five (5) year period immediately preceding date of this request, including the following information for each facility:

- (1) Name of facility.
- (2) The term of the offeror's contract.
- (3) List five (5) customer references that are currently using the same system that is proposed in vendor's response to the County solution. Provide the name and telephone number of the manager at such facility who can be contacted regarding the offeror's performance. Offeror may attach letters from such facility managers with comments regarding offeror's performance and reputation at those facilities.
- (4) Any performance evaluations that may have been conducted.

6.5.00 ***PERSONNEL***

6.5.00 Offeror must identify in this section, each member of its staff who will participate in the project and the nature and scope of that person's responsibilities and duties. Resumes of staff are required which will indicate education, background, recent relevant experience with the subject matter of the project. Current telephone numbers must be included. The offeror must demonstrate how its proposed staffing plan will be sufficient to complete the services required in a timely fashion. Inexperienced personnel may not be proposed.

The personnel to work on this project as identified in the proposal are considered to be essential to the services to be provided. No personnel substitutions following contract award will be made without the prior consent from the County. All requested substitutes must be submitted in writing, together with resumes, for approval. All replacements must be of equal or superior stature and will be paid at the same rate as the person being replaced.

The proposal shall list the names and telephone numbers of the principals authorized to conduct negotiation.

Provide a resume of the experience, certification, and performance record in the food service program business of the proposed full-time Food Service Manager to be used in the Owner's food service program and upper-level regional or national management personnel who shall have management or supervisory responsibility over the Owner's food service program. Other resumes may be requested by the County of Lexington.

Offeror must submit a list of all employees, along with job descriptions, who will be working at the Owner's work site (if possible). The list must include name, address, and date of birth so that a background investigation can be conducted by the Sheriff's Office prior to commencing the food service operation. All candidates for employment at the Owner's work site must be approved by the Sheriff's Office prior to being hired by the successful Offeror. Provider must submit revised lists of employees whenever changes in personnel occur at the Owner's work site. An employee contact card and other employee records must be maintained at the Owner's worksite. Provide resumes for management staff.

6.6.00 ***UNDERSTANDING OF THE PROJECT***

In this section, the offeror shall discuss the requirements, item by item, as outlined in section five, Scope of Work. Provide a description of the offeror's approach, technique and procedures to accomplish the scope of services identified and required by this document. Include contingency plans for the continued delivery of food management services in cases of power failure, natural disasters or other acts of God that do not require an evacuation of the jail facilities.

6.7.00 ***TREATMENT OF ISSUES***

Provide certification that Offeror has the ability to commence full operations within thirty (30) days

after notification of award. In this section offerors also may comment, if deemed appropriate, on any of the issues within the Request for Proposals, including suggestions on possible alternative approaches.

6.8.00 RFP FORMS

This section should include signed copies of the following RFP forms:

- Non-Collusion Affidavit
- Certificate of Familiarity
- Acknowledgment of addendums as applicable

6.9.00 SAMPLE MENUS

Offeror will submit a sample menu for a thirty (30) day period, based on 2900 calories per day, 4 week cycle, complete with nutritional analysis. Also submit a menu to serve inmates on restricted diets. The menu must contain a statement of nutritional adequacy prepared by a registered dietitian.

6.10.00 COST PROPOSAL

The offeror must submit a cost proposal in a separate binder. The proposed cost should be based on the assumptions and requirements described in the request for proposal and should include all cost, except where noted otherwise.

Cost shall be firm for the term of three (3) years. This may be provided as the same cost for years 1, 2 & 3. At year 4, the contract cost may be adjusted in accordance with any increase/decrease in the CPI as previously outlined in this request for proposal.

Submit a cost/fee schedule for resource, professional, software, hardware, maintenance and support. For the professional fees section, indicate number of participants and estimated number of hours for each resource, and the rate per hour for the resource. Indicate high and low estimates for the total estimated number of hours for each major phase of the proposed project. Provide fee estimates for each of the proposed options for the Project Management responsibilities. Fees should incorporate any anticipated reimbursable costs, such as travel.

VII. OVERVIEW OF REQUIREMENTS

7.01.00 REQUIREMENT ANALYSIS

In this section, the offeror should discuss the requirements as they are analyzed by the offeror. Provide a description of the offeror's approach, technique and procedures to accomplish the scope of services identified and required by this document, including the research, analysis and methodologies to be used. Offerors may propose alternate solutions to those suggested herein, but must explain the benefits of those solutions to the County in their reply to this RFP.

7.02.00 APPENDIX

Include in the appendix any additional information or materials which may be helpful to explain or evaluate the proposal. Offerors may submit, as an option, any additional contractual terms and conditions which they wish to propose. Include the following offeror's materials as appendices to the proposal:

7.02.01 APPENDIX A – ANNUAL REPORT / FINANCIAL DATA

Include the two most recently published annual reports for contractor and subcontractor and the company financial data.

7.02.02 APPENDIX B – MARKETING LITERATURE (OPTIONAL)

VIII. COST PROPOSAL

The offeror must submit a cost proposal in a separate binder. The proposed cost should be based on the assumptions and requirements described in the request for proposal and should include all cost and South Carolina sales tax, as applicable, which is 7%, except where noted otherwise.

Meal cost to be based on 2900 calorie per day, 4 week cycle.

Cost shall be firm for the first term of three years. This may be provided as the same cost for years 1, 2 & 3, or you may spell out the monthly cost for years 1, 2 & 3. At year 4, the contract cost may be adjusted in accordance with any increase/decrease in the CPI as previously outlined in this request for proposal.

Cost shall be submitted as follows:

Average Daily Inmate Population (Total weekly meals served divided by 21)	Price per Meal	Inmate Worker*
601-650	\$ _____	\$ _____
651-700	\$ _____	\$ _____
701-750	\$ _____	\$ _____
751 - 800	\$ _____	\$ _____
800 - 850	\$ _____	\$ _____
851 - 900	\$ _____	\$ _____
901 - 950	\$ _____	\$ _____
951 - 1000	\$ _____	\$ _____
1001-1050	\$ _____	\$ _____
Officers Meals	\$ _____ <i>each</i>	
Plastocon Trays	\$ _____ <i>each</i>	
Model CHT13, Solid Cinnamon		

Note:

** Inmate Workers are served a portion and a half. Officers are served same portion as inmates.
All prices include sales tax. **

**** All employees shall be served on disposable trays. ****

IX. CALENDAR OF EVENTS

RFP AVAILABLE TO VENDORS NOVEMBER 26, 2014

ADVERTISEMENT IN SCBO PUBLICATION DECEMBER 1, 2014
(South Carolina Business Opportunity)

MANDATORY PRE-PROPOSAL CONFERENCE DECEMBER 9, 2014

10:00 AM E.S.T.

Meeting to be held in Squad Room

521 Gibson Road

Lexington, SC 29072

DEADLINE FOR ADDITIONAL WRITTEN INQUIRIES DECEMBER 10, 2014
(10:00 AM E.S.T.)

If downloading this solicitation from our website or alternate internet location, it is the responsibility of the bidder to email aseymour@lex-co.com to be registered as a potential bidder to receive any subsequent amendments.

WRITTEN RESPONSES TO VENDORS DECEMBER 11, 2014

Responses will be made available to all registered vendors and on Lexington County website at:

<http://www.lex-co.sc.gov/departments/DeptIQ/procurement/Pages/BidOpportunities.aspx>

DEADLINE FOR RECEIPT OF PROPOSALS DECEMBER 19, 2014

10:00 AM

Lexington County Procurement Office

212 South Lake Drive, 5th Floor

County Administration Building

Lexington SC 29072

EVALUATION COMMITTEE MEETING DECEMBER 19, 2014

EVALUATION COMMITTEE MEETING JANUARY 5, 2015

SCHEDULED INTERVIEWS & FINAL EVALUATION JANUARY 13, 2015

PRESENT TO COUNTY COUNCIL JANUARY 27, 2015

ANTICIPATED CONTRACT START TIME FEBRUARY 1, 2015

If special accommodations are needed to participate in this public meeting, please contact the Procurement at (803) 785-8319 or aseymour@lex-co.com at least two business days prior to the scheduled meeting date.

*Times are tentatively scheduled committee meetings that may run behind or ahead of schedule; therefore, the times could change by as much as 30 minutes.

X. ATTACHMENTS

NON-COLLUSION AFFIDAVIT

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

_____, being first duly sworn, deposes and says that:

1. He/She is the _____ of offeror that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said offeror nor any of its officers, partners, owners agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other offeror, firm or person to submit a collusive sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposal in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other offeror, firm or person to fix the price or prices in the attached proposal or of any other offeror, or to fix any overhead, profit or cost element of the proposal price of any other offeror or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Lexington or any person interested in the proposed contract; and
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Authorized Signature: _____

Printed Name: _____

Subscribed and sworn to before me this ____ day of _____, 2014.

Company: _____

Authorized Signature: _____

Notary Public

Printed Name: _____

Commission Expires: _____

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached proposal and other applicable information to the County, which I verify to be true and correct to the best of my knowledge. I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. I agree to a proposal by all conditions of this proposal and certify that I am authorized to sign this proposal. ***By submission of a signed proposal, I certify, under penalties of perjury, that the below company complies with section 12-54-1020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes.*** I further certify that this proposal is good for a period of ninety (90) days, unless otherwise stated.

Company Name as registered with the IRS

Authorized Signature

Correspondence Address

Printed Name

City, State, Zip

Title

Date

Telephone Number

LEXINGTON COUNTY VENDOR NUMBER _____

IF VENDOR NUMBER IS NOT SUPPLIED, THE BELOW SECTION MUST BE COMPLETED.

Remittance Address

City, State, Zip

Fax Number

Telephone Number

Toll-Free Number if available

Federal Tax ID Number

SC Sales Tax Number

Option: Other commodities/services provided by your company

TO: ANGELA M. SEYMOUR, PROCUREMENT OFFICER
E-MAIL: aseymour@lex-co.com
FAX: 803-785-2240

REQUEST FOR WRITTEN RESPONSE TO QUESTIONS
RFP NO. P15003-12/19/14S
FOOD SERVICE PROGRAM FOR THE LEXINGTON COUNTY SHERIFF'S DEPARTMENT

Deadline for submitting questions are December 9, 2014 @ 4:00 PM E.S.T.

All questions must be submitted in writing.

OFFEROR NAME AND ADDRESS:

DATE:

CONTACT PERSON:

TELEPHONE #:

FAX #:

(PLEASE REFER TO PAGE AND PARAGRAPH NUMBER WHEREVER POSSIBLE)

SOLICITATION #: RFP NO. P15003-12/19/14S
PROCUREMENT: FOOD SERVICE PROGRAM FOR THE LEXINGTON COUNTY SHERIFF'S DEPARTMENT

"NO PROPOSAL" RESPONSE FORM

To submit a "No PROPOSAL" response for this project, this form must be completed for your company to remain on our vendor list for commodities/services referenced. If you do not respond your name may be removed from this vendor list. In order to ensure that the County file has current information, or if you wish to be added to Lexington County's Vendor listing, you must also return the Certificate of Familiarity form completed in its entirety.

Note: Please show the solicitation number on the outside of the envelope.

Please check statement(s) applicable to your "*No Proposal*" response --

- ☐ Specifications are restrictive; i.e. geared toward one brand or manufacturer only (explain below).
- ☐ Specifications are ambiguous (explain below).
- ☐ We are unable to meet specifications.
- ☐ There was insufficient time to respond to the solicitation.
- ☐ Our schedule would not permit us to perform.
- ☐ We are unable to meet bond requirements.
- ☐ We are unable to meet insurance requirements.
- ☐ We do not offer this product or service.
- ☐ Remove us from your vendor list for this commodity/service.
- ☐ Other (specify below).

Comments:

Company Name (as registered with the IRS)

Authorized Signature

Correspondence Address

Printed Name

City, State, Zip

Title

Date

Telephone / Fax

COUNTY OF LEXINGTON CONTRACT SAMPLE

COUNTY OF LEXINGTON

Procurement Services

212 South Lake Drive, Suite 503, 5th Floor

Lexington, South Carolina 29072-3493

Phone (803) 785-XXXX

Fax (803) 785-2240

(Date)

Vendor Name

Contact Person

Address

City, State Zip Code

Re: Proposal No. PXXXXXX-XX/XX/XXX
 Contract Name

Dear Sir/Madam:

Enclosed are two (2) signed original contract forms for the above referenced project. Upon review and approval, please have each copy of the contract signed on behalf of your company and return one fully executed original of the contract along with certificate of insurance to my office.

We look forward to working with you on this project. Should you have any questions concerning this contract, please call me.

Sincerely,

Procurement Officer

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON) CONTRACT FOR _____

THIS AGREEMENT is entered into by and between the **County of Lexington, 212 South Lake Drive, Suite 503, Lexington, South Carolina 29072** (hereinafter referred as "County"), and **(Vendor Name), (Address), (City), (State), (Zip Code)** (hereinafter referred to as "Company").

NOW THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, the parties hereto agree as follows:

1. **Scope of Contract.** Company shall provide a portion of **(Contract Name)** pursuant to PROPOSAL No. **CXXXX-XX/XX/XX** (hereinafter referred to as the "PROPOSAL"). Any deviation from the PROPOSAL shall specifically be set forth in this contract. Any questions as to the product/services to be performed under this contract or day to day questions should be directed to the Procurement Manager of Lexington County or his designee.

2. **Term of Contract.** The term of this contract shall commence on **(Date)** and shall continue for a period of XX (X) year(s). County shall have the right, but not the obligation, to renew this contract for XX (X) additional one-year periods under the same terms and conditions. This contract may be extended upon County written notice not less than thirty (30) days prior to the expiration of the initial term or any extension hereof.

3. **Compensation.** County agrees to pay Company according to the schedule of charges attached hereto and incorporated herein as Exhibit "A" and there shall be no deviation from these charges without a written change order as provided for herein. The charges shall include all tariffs, taxes, fees and other assessments imposed from time to time by any federal, state, or local governments.

4. **Payment Terms.** Payment will be made within thirty (30) days after acceptance of completed order/project.

5. **Modification / Change Orders.** Any change orders, alterations, amendments or other modifications hereunder shall not be effective unless reduced to writing, signed by the County and

Company, and executed with the same formality as this contract.

6. **Termination**. This contract may be terminated pursuant to the PROPOSAL.
7. **Indemnification**. Company shall provide indemnification as set forth in the PROPOSAL.
8. **Breach / Waiver**. No term or provision hereof shall be deemed waived unless breach thereof is waived in writing and signed by the party claimed to have waived and consented. No consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall constitute a consent to, or waiver of, or excuse for, any difference or subsequent breach.
9. **Severability**. If any term or provision of this contract shall be found to be illegal or unenforceable, then, notwithstanding any such illegality or unenforceability, the remainder of said contract shall remain in full force and effect and such term or provision shall be deemed to be deleted and severable therefrom.
10. **Entire Agreement and Priority of Documents**. This document, together with all subordinate and other documents incorporated by reference herein, will constitute the entire agreement between the parties with respect to the subject matter contained herein and may only be modified by an amendment executed in writing by both parties. Company hereby agrees, except where this contract specifically indicates otherwise, all written proposals, specifications, brochures and sales materials presented by Company to County leading to this contract, and all other Company representations, commitments, warranties prior to and in connection with this contract, shall be deemed to be, and are, incorporated by reference into and made a part of this contract. Except as otherwise expressly stated, in the event of a conflict in the interpretation of the contract, the order of priority in descending order is (i) this document, (ii) the PROPOSAL, and then (iii) the Response.

IN WITNESS WHEREOF, the Company and the County have signed and executed this contract this _____ day of _____, 2014.

WITNESSES:

Procurement Officer

(VENDOR NAME)

BY: _____

ITS: _____

COUNTY OF LEXINGTON,
SOUTH CAROLINA

BY: _____

Procurement Manager

EXHIBIT A

SCHEDULE OF CHARGES:

SAMPLE